

EXHIBIT 4

SheppardMullin
美国盛智律师事务所

Sheppard Mullin Richter & Hampton LLP
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June 6, 2013

二零一三年六月六日

VIA EMAIL
通过电子邮件

Peter Ni
倪文军

Ningbo Sunny Electronic Co., Ltd.
宁波舜禹电子有限公司
No. 199 Anshan Road
Yuyao, Zhejiang, China 315400
email: nbsunny@vip.sina.com
中国浙江省余姚市安山路 199 号
邮编 315400
电子邮件: nbsunny@vip.sina.com

Re: Engagement of Sheppard, Mullin, Richter & Hampton LLP

关于：聘用美国盛智律师事务所

Dear Peter,

尊敬的倪先生：

The purpose of this letter is to confirm our engagement by Ningbo Sunny Electronic Co., Ltd. (the "Client") in connection with the acquisition of Meade (the "Matter"). We appreciate your confidence and thank you for selecting us as counsel.

此函特此确认本所接受宁波舜禹电子有限公司（以下简称“委托人”）的委托，代理其拟对 Meade 进行收购的有关事项（“代理事项”）。非常感谢委托人对本所的信任，及聘用本所作为代理律师。

1. Scope of Representation. Except as we may agree otherwise in writing, we will be representing only the Client and will not be representing any parent, subsidiary or other affiliated entity nor any shareholder, partner, member, director, officer, employee, agent or insurer of the Client. Except as we may otherwise agree, the terms of this letter apply to other

SHEPPARD MULLIN NICHTEL & HAMPTON LLP

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engagements for the Client that we may undertake. You have advised us that you will obtain tax advice regarding the Matter from a third party; accordingly, our firm will not be providing any tax advice in connection with the Matter, including, without limitation, tax structuring or tax consequences arising out of the Matter. You have instructed us to take direction from and communicate directly with your advisors, Dave Anderson (President of Celestron), Laurence Huen, David Shen (head of Synta) and Joe Lupica.

代理范围：除非本所以书面方式同意，本所仅代理委托人，并不代理任何委托人的母公司、子公司或其他关联企业，也不代理其股东、合伙人、成员、董事、官员、雇员、代理人或保险人。除非另有约定，本函中的条款适用于本所代理的委托人的其他委托事由。委托人已告知本所，将从第三方处获得与代理事项有关的税务建议；相应的，本所将不提供关于代理事项的税务咨询，包括但不限于因代理事项引起的税务筹划或税务结果。代理人已授意本事务所遵从代理人顾问的指令，并同这些顾问直接联系，这些顾问是 Dave Anderson (Celestron 的总裁)，Laurence Huen, David Shen (Synta 的负责人) 和 Joe Lupica.

2. Fees and Charges. Our fees are based on hours charged at scheduled rates that are periodically adjusted, generally as of the beginning of a calendar year. My current hourly rate at this time is \$590. Our scheduled hourly rates for other attorneys range from \$295 to \$525. In addition to fees, our statements include our actual costs for fees of governmental agencies and disbursements and/or charges for third parties (collectively "Charges"). Our standard practice is to have certain charges for outside retained services invoiced to you directly. This letter constitutes your agreement to pay all such invoices prior to delinquency and to hold us harmless from your failure to do so. Of course, to the extent such third party charges are paid directly by us they will be included in our statements.

律师费及收费。我方的收费根据预定价格按小时计，并通常于历年初进行周期性调整。我本人现在的费率是每小时 590 美元。我们固定的律师收费为每小时 295 美元至 525 美元，除律师费以外，本所的报价还包括政府机关收费以及向第三方给付和/或第三方收取的费用在内的实际支出（合称“收费”）。外部聘用服务所产生的费用发票将直接送达委托人。本协议构成委托人于支付期限到期之前支付该等发票金额，以及对委托人未能实现该义务时本所免责的同意。当然，如第三方收费由本所直接支付的，本所会将该等费用计入报价中。

The Client will engage, to the extent appropriate, local counsel (including without limitation People's Republic of China counsel) and other agents and professionals to advise the Client on relevant local legal and other implications of the Matter and any proposed transactions.

委托人将聘用（如适用）本地律师（包括但不限于中华人民共和国律师）及其他代理人和专业人士以为委托人提供代理事项以及相关交易的相关地方法律和其他牵涉问题。

Statements are submitted monthly and are due and payable upon receipt. You agree to notify us promptly in writing if you dispute any entry for legal services or charges on any statement. In the absence of any written objection thereto within thirty (30) days of your receipt of an invoice, you will be deemed to have accepted and acknowledged the invoice as correct through the period covered by the invoice. Please understand that it is our policy to stop work on all matters we are handling for a client if any amount invoiced to such client is

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1283.05 条) 解决, 该仲裁具有强制效力。各方自行承担各自的律师费和其他费用。该仲裁为独任仲裁, 但标的超过 500,000 美元的争议应当由三人仲裁庭进行仲裁。争议双方各选择一位仲裁员, 并由选出的两名仲裁员决定第三位仲裁员。一项有约束力的仲裁裁决可以获得任何有管辖权的法院承认。仲裁是更省时、更经济更保密的解决双方纠纷的途径。证据交换可能更少, 并可能根据独任仲裁员或仲裁庭的决议来进行判断而非根据法官或陪审团。双方均认可, 根据此仲裁条款, 各方不可撤回地放弃将纠纷提交法院或陪审团审判的权利。委托人有权随时就任何事项向其他法律顾问咨询, 包括是否签署本协议, 及是否同意上述仲裁条款。双方均认可, 由于达成仲裁约定, 各方不可撤销地放弃由法院或陪审团审判权利。委托人有权随时就任何事项向独立的法律顾问咨询, 包括是否签署本聘用协议以及是否同意上述关于仲裁的约定。

The Client agrees that this agreement will be governed by the laws of California without regard to its conflict rules. Subject in all cases to the arbitration provisions herein provided, the Client agrees that with regard to the courts exclusive jurisdiction and exclusive venue for any dispute between us shall lie solely with the California Superior Court for the county in which our office identified on our letterhead above is located and the corresponding federal court. Subject to the arbitration provisions, the Client consents to service of process pursuant to the applicable California state statutes and federal rules.

委托人同意本协议受加利福尼亚州法律管辖, 但冲突规则除外。不论何种情况下, 根据本协议项下的仲裁条款, 委托人同意对双方之间产生的任何争议, 只有本所洛杉矶/市中心(总部)办公室所在县市的加利福尼亚州高等法院以及相应的联邦法院具有排他性的管辖权。根据仲裁条款, 委托人同意按照适用的加利福尼亚州法律和联邦法规进行法律文件送达。

If the foregoing is an acceptable basis for our engagement as counsel, I would appreciate it if you would sign the enclosed copy of this letter and return it to us in the envelope provided. If you have any questions or concerns, please call.

若以上协议系双方同意的代理律师聘用条件, 请委托人在所附的本书副本上签字并放入我们提供的信封内一并寄回。如果委托人有任何问题或疑虑, 请致电。

Once again thank you for selecting us to represent the Client.

再次感谢委托人选择本所为代理律师。

Sincerely,

Will S. Chuchawat (沈文理)

for SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

美国盛智律师事务所

Enclosure

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The undersigned has read and understood this engagement letter and agrees that it correctly sets forth the terms upon which Sheppard, Mullin, Richter & Hampton LLP has been engaged by the undersigned in connection with the representation described herein and has waived any conflict of interest on the part of this Firm arising out of the representation described above.

以下签字各方已阅读并理解本协议的内容，并对关于美国盛智律师事务所接受以下签字各方委托代理本协议中说明事项之条款无异议，且委托人放弃向本所主张因本协议所述之代理而引起的任何利益冲突的权利。

Ningbo Sunny Electronic Co., Ltd.

宁波舜禹电子有限公司

By:

Name:

Title:

Chop(公章):

SMRH Draft 6/10/13
Attorney-Client Privileged & Confidential

June 12, 2013

To the Board of Directors of Meade Instruments Corp.
Attn: Steven Murdock, Chief Executive Officer
27 Hubble
Irvine, CA 92618

RE: Indication of Interest for Meade Instruments Corp. (“Meade” or the “Company”)

Dear Mr. Murdock:

Ningbo Sunny Electronic Co., Ltd. (“we”, “our” or “Sunny”) is pleased to have this opportunity to submit to you a proposal to acquire all of the outstanding securities of Meade. Our current offer is based upon public information available to us and our knowledge of the industry.

Valuation: We are prepared to offer an aggregate purchase price of \$5,500,000, which we expect will be approximately \$4.21 per share assuming that (x) 1,305,148 shares of common stock (including restricted shares) remain issued and outstanding as of the closing, and (y) the number of shares of common stock underlying in-the-money stock options remains approximately the same (e.g., 750 shares) as of the closing as set forth in the Company’s preliminary proxy statement filed on May 31, 2013 (the “*Preliminary Proxy Statement*”). This purchase price is subject to completion of due diligence and negotiation of a mutually agreeable definitive merger agreement.

Acquirer: Sunny, or a wholly-owned subsidiary of Sunny, will be the sole entity to acquire Meade under our proposal.

Form of Consideration: Sunny is contemplating an all cash offer for the Company. There will be no financing condition.

Strategy and Vision: As a long-time supplier for the amateur astronomy market, Sunny has gained great appreciation for the Company’s brands, operations, and management. Sunny intends over time to fully integrate the operations of the Company into our operations. The combined company will leverage the capabilities of both organizations, allowing it to efficiently scale operations.

We are extremely enthusiastic about consummating the acquisition of Meade and supporting the existing management team. We believe that Sunny is the optimal buyer for Meade and are confident that we will create significant value in the Company.

Merger Agreement: We have reviewed the merger agreement attached as Annex A to the Preliminary Proxy Statement and we are prepared to execute a merger agreement with substantially identical terms, other than the price per share, identity of the Parent and Merger Sub, and certain other related matters, upon completion of our due diligence review.

Required Approvals and Conditions: This proposal has been reviewed and approved by our Board of Directors and senior management. We have a very streamlined corporate structure and are able to obtain approvals on a highly expedited basis. Our offer at this time is conditioned upon completion of business, accounting and legal due diligence, and proper regulatory approvals.

SMRH:408601824.3

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SMRH Draft 6/10/13
Attorney-Client Privileged & Confidential

Diligence: Prior to the execution of a definitive merger agreement, Sunny will need to complete confirmatory due diligence. We will be assisted in our legal due diligence by a third-party advisor. We would like to submit a detailed list of due diligence areas we would like to explore. Many of these items will need to be discussed and we look forward to an opportunity to do so. We are already very familiar with Meade and its industry and could complete due diligence on a highly expedited timetable, which we anticipate to be within twenty one (21) days after the Company provides us access to due diligence materials. Sunny is ready and willing to sign a customary confidentiality agreement.

Closing: We are fully prepared to commit the necessary resources to complete the transaction on an expedited schedule. Our acquisition team is prepared to immediately commence the due diligence process and proceed. Assuming availability of information and management's time, as well as a reasonable time to complete the required SEC process, we are confident that we could execute a merger agreement by July 10, 2013 and, assuming (x) no SEC review of the proxy statement and (y) the calling of a Meade stockholder meeting as promptly as practicable, close the transaction by August 30, 2013.

Contact Information: We are eager to meet with management and begin the additional work necessary to submit a definitive proposal. We consider this to be of the highest priority, and are willing to schedule meetings with management on an expedited basis. If you have any questions or communications regarding this letter or would like to schedule management presentations, please contact me at nbsunny@vip.sina.com.

Thank you for your consideration.

Regards,

Peter Ni
Ningbo Sunny Electronic Co., Ltd.
No. 199 Anshan Road
Yuyao, Zhejiang, China 315400
email: nbsunny@vip.sina.com